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August 22, 2019

Mr. Mark Mathias
Chairperson
Westport Board of Education
110 Myrtle Avenue
Westport, CT 06880

Re: Shipman & Goodwin LLP and Land Use Issues in Westport

Dear Mr. Mathias:

As you know, members of the Westport community have raised concerns about the fact that Shipman & Goodwin LLP has represented a developer in litigation adverse to the Town. This representation is of long standing, and it is consistent with our understanding that the Town and the Board of Education are separate legal entities such that there is not a conflict of interest under the ethics rules in representing one while litigating against the other. However, we greatly value our relationship with the Board of Education, and we take these concerns very seriously. To that end, Dr. Abbey, you and I met with First Selectman Marpe and Town Attorney Bloom twice to discuss and address those concerns.

As a result of those conversations, and out of respect for our relationship, my firm has agreed that so long as our firm is counsel to the Westport Board of Education, and notwithstanding the lack of a conflict of interest, we will not represent persons or entities in appeals from land use decisions by Town of Westport agencies unless the Town, acting through the Town Attorney, gives its written consent as provided below. Further, my firm has authorized me to convey this agreement to the Westport Board of Education, through you, and to share that information with First Selectman Marpe. This agreement supplements a previous decision, which we made and conveyed to the Board through former superintendent Dr. Colleen Palmer, not to take on other matters

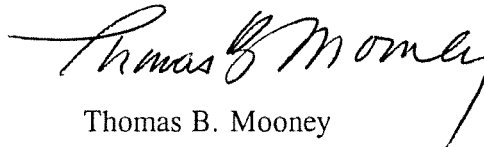
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on behalf of clients that are adverse to the Town of Westport during the period that we act as counsel to the Westport Board of Education.

As an ethical matter, we will continue to represent Summit Saugatuck LLC ("Summit") to the conclusion of the current engagement, but we will not take on any future unrelated land use appeals for Summit or land use appeals for any other persons or entities against the Town without obtaining written consent from the Town as provided above. We also understand that this agreement will not prevent our firm from pursuing land use applications before Town of Westport agencies and officials, as such matters are not considered adverse.

We have served as legal counsel to the Westport Board of Education for over twenty years, and my partner Jessica Richman Smith, who also works directly with you and the Board of Education, is a graduate of Staples High School and Westport resident. We take a vital interest in the Westport community, and we do not want our work on behalf of clients in land use matters to be a distraction or source of controversy. We hope that this information is helpful to the Board of Education, and we welcome any questions that Dr. Abbey, you or the other Board members may have. Thank you for participating in the related discussions of this matter and for your consideration of this new information.

Very truly yours,

A handwritten signature in black ink, reading "Thomas B. Mooney". The signature is fluid and cursive, with the first name "Thomas" and last name "Mooney" clearly legible.

Thomas B. Mooney

cc: Dr. David Abbey, Superintendent
First Selectman James Marpe
Town Attorney Ira Bloom
Attorney Alan Lieberman, Managing Partner, Shipman & Goodwin LLP
Attorney Timothy Hollister
Attorney Jessica Richman Smith